#### UNITED STATES MARINE CORPS

U.S. MARINE CORPS FORCES SPECIAL OPERATIONS COMMAND PSC BOX 20116 CAMP LEJEUNE NC 28542-0116

IN REPLY REFER TO: 5812 SJA

MAY 2 1 2018

Commander, U.S. Marine Corps Forces, Special Operations From:

Command

To:

Commandant of the Marine Corps (JAM)

Via:

(1) Commander, Marine Corps Forces Command

(2) Deputy Commandant, Manpower and Reserve Affairs

REPORT OF NONJUDICIAL PUNISHMENT IN THE CASE OF Subj:

USMC

Ref:

- (a) MCO P5800.16A (LEGADMINMAN)
- (b) Paragraph 4, Part V, MCM (2016 ed.)
- (c) JAGINST 5800.7F (JAGMAN)
- (d) UCMJ, Article 15
- (e) SECNAVINST 1920.6C
- (f) MCO 1900.16 (MARCORSEPMAN)

- Encl: (1) Verbatim record of NJP hearing
  - (2) Punitive letter of reprimand
  - (3) Investigation
  - (4) Notification of intent to impose NJP and acknowledgement
  - (5) Acknowledgement of NJP appeal rights, and of receipt of punitive letter of reprimand and appeal rights
  - (8) Acknowledgment of advanced education assistance reimbursement requirement
  - (9) Acknowledgment of receipt
- This report is submitted per paragraph 4005.3.c.(3) of reference (a).
- On 27 April 2018, following the applicable provisions of references (b), (c), and (d), I imposed nonjudicial punishment charges and disposition thereof are as follows:

Charges	Plea	Finding	Appeal/Status	
Article 133	G	G	No	
Article 134	G	G	No	

- has been advised of the reimbursement requirement for advanced education assistance.

  acknowledgment of this requirement is contained in enclosure (8). I do not believe received any advanced education assistance.
- 11. will be afforded the opportunity to read this report. He will acknowledge that adverse information pertaining

#### Subj: REPORT OF NONJUDICIAL PUNISHMENT IN THE CASE OF

to this incident may be included in his Official Military Personnel File. See enclosure (9).

12. I recommend that be required to show cause for retention in the Marine Corps at a Board of Inquiry pursuant to references (e) and (f).

C. E. MUNDY/III

### ARTICLE 15, UCMJ, PROCEEDINGS

#### IN THE CASE OF

#### ON 27 APRIL 2018

#### PERSONS PRESENT:

Major General C. E. Mundy III

Commander, MARSOC;

Staff Judge Advocate,
MARSOC;

Accused, MARSOC;

Court Reporter, LSSS-East.

[The Article 15 hearing was called to order at 1450, 27 April 2018.]

CMDR:

This hearing in the case of USMC, is called to order on 27 April 2018, before me, Major General Carl E. Mundy III, Commander, U.S. Marine Corps Forces, Special Operations Command, Camp Lejeune, North Carolina.

, you were provided a letter of notification indicating my intent to impose nonjudicial punishment. This notification advised you that you were suspected of violating Articles 133 and 134 of the UCMJ.

Do you wish to have those charges read or explained to you at this time?

ACC:

No, sir.

CMDR:

Do you understand the charges against you?

ACC:

Yes, sir.

CMDR:

You do not have to make statements regarding the offenses, and any statements made by you may be used as evidence against you. You're advised that nonjudicial punishment is not a trial, but a determination of misconduct on your part. It's not a conviction by a court. Further, you're advised that the formal rules of evidence used in trials by court-martial do not apply to nonjudicial punishment. I have a statement signed by you acknowledging that you were fully advised of your legal rights pertaining to this hearing.

Do you understand the rights explained in that letter?

ACC:

Yes, sir, I do.

CMDR:

Do you have any questions about them?

ACC:

No, sir.

CMDR:

Have you had an opportunity to discuss the charges and your legal rights with an attorney?

ACC:

I have, sir.

CMDR:

Is that your signature on the endorsement of the NJP notification letter acknowledging your rights and indicating your willingness to accept NJP?

ACC:

Yes, sir.

Are you prepared to proceed? CMDR:

ACC: Yes, sir.

Okay. As I stated earlier, you're charged with CMDR: violating Articles 133 and 134, adultery, of the UCMJ.

How do you plead to the charges: guilty or not guilty?

ACC: Guilty, sir.

Okay. I have in front of me here a copy of the 22 March CMDR:

2018 investigation inquiring into the facts and

circumstances surrounding the allegations of misconduct.

Have you also had an opportunity to review these records

along with the enclosures?

Yes, sir, I have. ACC:

I've also reviewed your Officer Qualification Record in CMDR:

preparing for this hearing.

Do you request an opportunity to examine that record?

No, sir. ACC:

I've reviewed this statement that you've submitted for CMDR:

my consideration.

Is there any other evidence or other matters that you

wish to offer?

ACC: No, sir.

, from a -- confirm that you have been CMDR:

legally separated from your wife.

ACC: We are legally separated as of March 15, sir, 2017.

And are you currently paying child support for your CMDR:

daughter?

ACC:

I'm contributing money, sir. It's not officially child support until the divorce is final. Then it'll be determined if it's actually child support, but I'm

paying for her expenses now, sir.

CMDR: you're dismissed while I consider your case. You'll be called back into my office when I'm ready to conclude these proceedings.

[The Article 15 hearing closed at 1454, 27 April 2018.]

[The Article 15 hearing opened at 1456, 27 April 2018.]

CMDR: This NJP hearing is called back to order.

preponderance of the evidence that you have committed the alleged offenses. I've determine that this offense can be appropriately adjudicated at nonjudicial punishment. Accordingly, I impose the following punishment:

A letter of reprimand; Forfeiture of \$4,385.50 per month for one month.

You're advised that you have the right to appeal this punishment to the Commander, U.S. Marine Corps Forces Command. Your appeal must be made within a reasonable time, which is normally five days, following this hearing. The MARSOC SJA,

, will advice you more fully of this right to appeal. You'll also be required to fill out certain documents.

Do you understand all that I've told you this far?

ACC:

Yes, sir.

CMDR:

You're dismissed.

[The Article 15 hearing adjourned at 1457, 27 April 2018.]

[END OF PAGE]

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#### UNITED STATES MARINE CORPS U.S. MARINE CORPS FORCES SPECIAL OPERATIONS COMMAND PSC BOX 20116 CAMP LEJEUNE NC 28542-0116

IN REPLY REFER TO: 5812

	27 Apr 18
From: Commander, U.S. Marine Corps Forces, Special Operations Com To:	mand
Subj: PUNITIVE LETTER OF REPRIMAND	
Ref: (a) Command Investigation of 22 Mar 18 (b) Article 15, UCMJ (c) Paragraph 5 of Part V, MCM (d) JAGMAN 0114	
Encl: (1) Statement of	
1. Reference (a) is the command investigation I convened to invest allegations of misconduct made against you by the convened to invest allegations of misconduct made against you by the investigating officer (IO) substantiated the allegations. Spect the IO determined that you violated Articles 133 and 134 of the Union of Military Justice (UCMJ). After carefully reviewing the IO's first fact, opinions and recommendations I agreed that you violated Articles 134 and subsequently offered to dispose of this matter by nonjudic punishment. You have been provided an opportunity to consult with and advised that you have the right to refuse imposition of nonjudicular punishment; you have elected to accept nonjudicial punishment.	Feb 18. cifically, iform Code ndings of cle 133 and ial
2. From November 2011 until February 2018, you engaged in a course misconduct that is a significant departure from the standard of convexpected of this institution's leaders. You brought discredit not yourself but upon the Marine Corps and this command. You consister your status as a Special Operations Officer (SOO) as a subterfuge to both your wife, and your paramour, your deceived to family, to whom you presented yourself as unrespected to became engaged and planned a wedding, in spite of that you are married and recently had a child with your wife. In a both the content and the volume of emails and messages between you on your official email account, have led me to the conclusion engaged in a sexually intimate relationship with outside of marriage to your wife.	nduct only upon ntly used to deceive ception married. the fact addition, and that you
3. Your actions and admissions, as detailed by you in Enclosure () you violated of Articles 133 and 134, UCMJ, in that you:	l), show
a. Used your status as a SOO to deceive your wife, the family, and other members of the community into believing that you single, when in fact you were married, in a manner that constituted unbecoming an officer and a gentleman; and	er friends, were I conduct
b. While married, engaged in a sexually intimate relationship	with a

4. Pursuant to references (b), (c), and (d) you are hereby reprimanded for

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woman not your wife and that this relationship was both service discrediting

and contrary to good order and discipline.

this misconduct.

ENCLOSURE (2)

#### Subj: PUNITIVE LETTER OF REPRIMAND

- 5. You may appeal this action to the next superior authority, the Commanding General, Marine Corps Forces Command via the Commander, Marine Corps Forces, Special Operations Command, under the provisions of Article 15(e) of the Uniform Code of Military Justice, paragraph 7 of Part V, Manual for Courts-Martial, and section 0114 of the Manual of the Judge Advocate General.
- a. If you do not desire to appeal this action, you are directed to so inform the issuing authority in writing within 5 days after the receipt of this letter.
- b. If you do desire to appeal this action, you are advised that an appeal must be made within a reasonable time and that, in the absence of unusual circumstances, an appeal made more than 5 days after the receipt of this letter may be considered as not having been made within a reasonable time. If, in your opinion, unusual circumstances make it impracticable or extremely difficult for you to prepare and submit your appeal within the 5 days, you shall immediately advise the officer issuing this letter of such circumstances and request an appropriate extension of time to submit your appeal. Failure to receive a reply to such request will not, however, constitute a grant of such extension of time to submit your appeal.
- c. In all communications concerning an appeal of this action, you are directed to state the date of your receipt of this letter.
- d. Unless withdrawn or set aside by higher authority, a copy of this letter will be placed in your official record at Headquarters, U.S. Marine Corps. You may forward within 15 days after receipt of final denial of your appeal or after the date of your notification of your decision not to appeal, whichever may be applicable, a statement concerning this letter for inclusion in your record. If you do not desire to submit a statement, you shall so state in writing within 5 days. You are advised that any statement submitted must be couched in temperate language and shall be confined to pertinent facts. Opinions shall not be expressed nor the motives of others impugned. Your statement may not contain countercharges.
- e. Your reporting senior may note this letter in your next fitness report submitted after this letter becomes final, either by decision of higher authority upon appeal or by your decision not to appeal.

6. Should you choose to exercise your right to appeal, you are directed to do so through the Chief of Staff.

E. HUNDE IIT

me: btw .. first meeting I am still expecting the big talk we're supposed to have me: I guess if you don't think i'm worth the risk, then that tells you something so you're worned you're going to spend the money and i'll say no me: do you have any pictures with you in them from this deployment was 100 percent serious about the other piece of the meeting he: have you slept with anyone else since we've been together? ne: I wouldn't like you after the conversation because? m worried that you won't like me after the conversation oh, we're going to have the talk, we need to usually have a big meal with friends or go to that will be part of the conversation me: do you celebrate easter in any way? does your family celebrate easter? otherwise jeopardized my health me: i'm sure that meeting will be hard what if you don't like me after the talk? there. J Marine bases there I don't really know anymore ne: are you worned about that? the weather is great don't care about the money hings you've done at work? can't put in writing to be determined not meant in snotty tone we used to when I was a kid aster is april 20 ust matter of faci ats of emotions so am BOIL OF send to me I Wil 2 2 2

engagement? **ENCLOSURE** 

30, again, think about it and if that's not what you want, then that's ok, but we don't really need to meet if we're not on the same page and please be fair and tell me immediately if you vithin the next couple weeks that something has changed I know

me: it - means all of the things we discussed in terms of relationship (engagement, giving I will think about it and let you know, but again, my mind isn't going to change

n theory. If you're still feeling sick, that should tell you something each other what we want, not repeating our past relationship)

I completely understand

you're feeling "all I want is you" by U2, then maybe you're ok I almost sent that song today

me: don't be a kiss up and try to steal my song of the day

amily easter

I'm not

made a short playfist for you last night and that was one of the songs on it me: oh, you made me a mix tape?

hat's fabulous (not sarcastic)

well, the modern version I guess me: you can do that for me forever

we decide I mean

can't connect my phone to the internet otherwise I would have sent it to you

bk. anything else you want to talk about? so when we sign off, little to no talking for 2 weeks?

me: I'm giving myself a minimum of 10 days (25th) but max of 2 weeks (30th) to think about

okay

me: I will not leaving you hanging, and you can let me know at any point if you change your mind via email

seniences

Il won't but I will

me: so give me three words to sum up how you feel about life right now? PM on Saturday

hopefu

excited

committed

me: (if you miss me, write me drafts of emails and just don't send them yet. that way I could read them later and see what went on in your head during this time.)

okay that's a good idea me: Lighter (e..g heavy heart) three words from you now

don't say hungry

me: I tried to cooperate and not use things like "tired, full"

haha

me: since with you, the three words game may become regular for us blc it's easy to

communicate

we'll be fine me: you're not out of the dog house yet.

FNCLOSURE (12)

3)

om: sent: To:	Thursday, August 10, 2017 8:57 AM
Subject:	RE: [Non-DoD Source] Two small contract updates requested for Park Explore Your Options for next Valentines Day ***
Good email. Thanks bab	e. I'm lucky and I love you so much.
Also, looks like mail is flo from your mom sent on t	wing again. Received Necklace making material, one card from you sent on the 26th, and two the 27th and 31st. Please tell her I said thanks. I'll also send them a card in the near future.
Yours 4E, Me	
Original Message From: Sent: Thursday, August 1 To: Elope Asheville <inforce: "alentines="" ***<="" [non-dod="" day="" source:="" subject:="" td=""><td></td></inforce:>	
and I have two con	tract update requests:
1. #7 on the contract rea	
uploaded to any website: "Officiant gives permissionany manner for any purpo-	military uniform and his job security requirements, we would prefer that our pictures not be so or accessible on any public domain. Would you please update #7 to read the following: on to the couple to use his/her likeness in any photographs, videos or other recording media in ose they wish." (You'll please *remove* "Likewise the couple gives permission to Elope ness in any photographs, videos or other media for marketing purposes." Thank you so much equest.
were willing to give us the	ds "Bridal bouquet, military (free) boutonniere, small wedding cake." That's very sweet that you be boutonnierre, but can't wear it with his dress blues, so please don't waste the flowers emove that from the contract.
	dates, I will electronically sign the contract and will pay the deposit today. We'll questionnaire after that. We expect to book the cabin near Asheville in the next few weeks and that, too!
	that you're available to do our wedding on Valentine's Day 2018 and I know has been on to help us. Thank you!

on Wed, Aug 9, 2017 at 9:16 PM, wrote:
Wonderful! We are so excited to work with you. We will review the contract tomorrow and pay the deposit. Thank you so much for helping us during towards vacation - we really appreciate it.
Best,
Please excuse brevity - sent from mobile device.
On Aug 9, 2017, at 5:24 PM, Elope Asheville <info@elope-asheville.com <mailto:info@elope-asheville.com="">&gt; wrote:</info@elope-asheville.com>
Dear &
Congratulations on being ready to book your wedding with Elope Asheville - you can cross one more thing off of your list of to-do's before the "I do's!"
Here are your next steps:
1. Electronically sign your contract - You will be receiving an email from Adobe Sign with your electronically signable contract for your elopement. Please review the document to be sure everything is correct.
2.Submit your deposit - To reserve your date, you must submit a 20% deposit. We will send you an invoice for this amount in a separate email.
3.Fill out a Couples Questionnaire - We want to be sure we have all of the information we need to perform your ceremony. You'll find the Couples Questionnaire at the bottom of this email. Simply add your answers and send it back to us.
4.Obtain a marriage license - You are responsible for getting a marriage license prior to the event. Find out how here,

We look forward to meeting you!

along the way to your big day.

If you have any questions about these steps please let us know. We want to be sure you feel comfortable every step

on Wed, Aug 9, 2017 at 9:16 PM, 1997 - wrote:
Wonderful! We are so excited to work with you. We will review the contract tomorrow and pay the deposit. Thank you so much for helping us during the second of the really appreciate it.
Best,
Please excuse brevity - sent from mobile device.
On Aug 9, 2017, at 5:24 PM, Elope Asheville <info@elope-asheville.com <mailto:info@elope-asheville.com=""> &gt; wrote:</info@elope-asheville.com>
Dear & Control of the
Congratulations on being ready to book your wedding with Elope Asheville - you can cross one more thing off of your list of to-do's before the "I do's!"
Here are your next steps:
1.Electronically sign your contract - You will be receiving an email from Adobe Sign with your electronically signable contract for your elopement. Please review the document to be sure everything is correct.
2.Submit your deposit - To reserve your date, you must submit a 20% deposit. We will send you an invoice for this amount in a separate email.
3.Fill out a Couples Questionnaire - We want to be sure we have all of the information we need to perform your ceremony. You'll find the Couples Questionnaire at the bottom of this email. Simply add your answers and send it back to us.
1.Obtain a marriage license - You are responsible for getting a marriage license prior to the event. Find out how here.
f you have any questions about these steps please let us know. We want to be sure you feel comfortable every step

We look forward to meeting you!

Facebook * Twitter * Pinterest
-neck it out We're expanding! + Elope Biloxi, MS
+ Elope Greenville, SC
+ Elope Ireland
On Sun, Aug 6, 2017 at 12:01 PM, Elope Asheville <info@elope-asheville.com <mailto:info@elope-asheville.com=""> &gt; wrote:</info@elope-asheville.com>
Congratulations on your upcoming wedding, 84
We know that planning and paying for a wedding can be overwhelming. At Elope Asheville we want to help you have a meaningful, memorable event without breaking the bank. From communicating with venues and vendors to filing all 'real paperwork, we'll take care of the details so you can enjoy your special day - stress-free! I recommend Addison ms Vineyard for February, they have great vies and a beautiful indoor space! We still have availability on your choses and would love to work with you!
Your first step is to explore our Venues and Packages. Whether you're looking for an intimate ceremony at a vineyard with a view or to spend your big day at one of Asheville's craft breweries, Elope Asheville has an option for you. And here's a bonus for your budget: each venue offers pricing options.
ou can also browse photos from some recent weddings here to get a better sense of our venues!
f you have questions about our elopement packages or available dates email is the most efficient way to connect with us. We can also be reached at the between the hours of 9:00 AM and 5:00 PM Monday through Friday. Please allow 36 business hours for a call back.*
teady to book? Our schedule fills up quickly. Email us today to reserve your date.
again, congratulations!
Elope Asheville

Elope Asheville

\*Psst...If you are hoping to schedule a wedding in the next 7 days, please email us with the subject line: Inquiry - Wedding This Week! or text

Email: info@elope-asheville.com <mailto:info@elope-asheville.com> Web: [CAUTION] http://elope-asheville.co [CAUTION]m/

Facebook \* Twitter \* Pinterest

Check it out -- We're expanding! + Elope Biloxi, MS

· Elope Greenville, SC

Elope ireland

om:		
sent:	Sunday, August 13, 2017 3:26 PM	
To:		
Subject:	RE: [Non-DoD Source] Fwd: Taylor Ranch Retreat	
Pretty standard. I can t	take care of it. I'll give you a call in a few.	
Love you,		
Me		
Original Message		
From:		
Sent: Sunday, August 1:	.3, 2017 10:08 PM	1
To: Subject: [Non-DoD Sour	rce] Fwd: Taylor Ranch Retreat	i e
Hey Sexy Beast,		
	update. Are you good with printing, signing and scanning this or do you need n	
		ne to do that?
Love you,		
- var bride to be		
	W.	
Please excuse brevity - s	sent from mobile device.	
Begin forwarded messag	ge.	
org or worden message		
From: Date: August 13, 2017 at	11:22:20 AM FOT	
To:	11.51.29 AM EDI	
	· ·	
Subject: Taylor Ranch Re	etreat	
Good Morning and	d e e e e e e e e e e e e e e e e e e e	
Thank you again for findi	ling Taylor Ranch Retreat for you Elopement weekend to Asheville! We are so the	
can make so many facets	s of this special weekend easy for you both.	rilled that we
As and I discussed	yesterday, the house has been reserved for you online. Attached is the rental a	
re aujusteu ices. reei ii	the to clinds it back to me of fax it back to the office at the number below	
week of August 21st	for the credit card information as I do not want to travel with your sensitive in	ormation. I am in
the office by Sam F21 au	nd you are welcome to call up until 8pm EST at night, whenever it works has the	

Please let me know if you have any questions or if you need anything else from me at this time.

-Congratulations to you both and have a wonderful Sunday!

.. y Best,

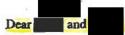


on Facebook!

om: Tuesday, August 15, 2017 4:30 PM ent: To: Subject: **Attachments:** Rental Agreement Taylors Ranch 02122018-02192018.pdf will call you on 8/21/2017 with his credit card number. The phone number will Attached is the signed agreement likely show up as "unknown" as he is calling from overseas. Please let us know if you need anything else from us. Thanks for all your help. Best, On Sun, Aug 13, 2017 at 11:31 AM, Good Morning and Thank you again for finding Taylor Ranch Retreat for you Elopement weekend to Asheville! We are so thrilled it we can make so many facets of this special weekend easy for you both. and I discussed yesterday, the house has been reserved for you online. Attached is the rental agreement with the adjusted fees. Feel free to email it back to me or fax it back to the office at the number below. and I will talk the week of August 21st for the credit card information as I do not want to travel with your sensitive information. I am in the office by 9am EST and you are welcome to call up until 8pm EST at night, whenever it works best for you Brian. Please let me know if you have any questions or if you need anything else from me at this time. Congratulations to you both and have a wonderful Sunday! My Best,

Like us on Facebook!

## Taylor Ranch Retreat Rental Cabin Itinerary



Thank you for choosing our home for your Elopement week in Asheville!

Your requested dates are as follows:

Check-in date: Monday, February 12, 2018 after 4pm EST Check-out date: Monday, February 19, 2018 by 11:30am EST

The credit card provided by guest will be held in order to confirm your reservation. Should the reservation be cancelled, the card on file will be charged according to our cancellation policy.

Please see the details for the rental charges below:

Weekly Rate:	\$1900.00
Less 10% Military discount:	-\$190.00
\$20/pet/night non-refundable pet fee:	\$280.00
Cleaning Fee:	\$100.00
13% State/County Tax:	\$271.70
Total due for reservation:	\$2361.70
Less Requested Deposit to secure date:	Valid credit card on file
Total Due by February 5, 2018:	\$2361.70

Please sign and return the attached rental agreement.

Instructions for accessing the property will be provided 48 hours prior to your check-in date.

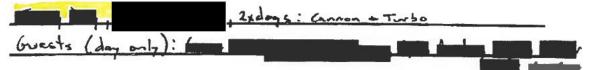
#### SHORT TERM RENTAL AGREEMENT

This Short Term Rental	Agreement (the "	Agreement") is made by and between
("Homeowner") and	and	("Guest") as of the date last set forth on the signature
page of this Agreement.	For good and va	luable consideration, the sufficiency of which is
acknowledged, the partie		

1. Property. The property is located in Buncombe County, North Carolina.

The property is fully furnished and includes kitchen dish and cookware, refrigerator, stove, oven, microwave, coffee pot, toaster, washer, & dryer. Each bed will be freshly made with linens, blanket, comforter (seasonal) and pillows. Two bath towels and a wash cloth will be provided for each guest as well as bath mats in the bathrooms. Dish soap, washings powders, and toiletries will NOT be provided.

2. Rental Party: The rental party shall consist of Guest and the following persons:



- 3. <u>Maximum Occupancy</u>: The maximum number of guests is limited to 8 persons. Additional guests will be considered at the discretion of the Homeowner and additional fees will apply.
- 4. Term of the Lease. The lease begins at 4 p.m. on February 12, 2018 (the "Check-in Date") and ends at 11:30am on February 19, 2018 (the "Checkout Date").
- 5. Minimum Stay: This property requires a 2 night minimum stay. Longer minimum stays may be required during holiday periods.
- 6. <u>Rental Rules</u>: Guest agrees to abide by the Rental Rules attached as Exhibit A at all times while at the property and shall cause all members of the rental party and anyone else Guest permits on the property to abide by the following rules at all times while at the property.
- 7. Access: Guest shall allow Homeowner access to the property for purposes of repair and inspection. Homeowner shall exercise this right of access in a reasonable manner.

#### 8. Rental Rate and Fees

- a. <u>Deposit</u>: A deposit in the amount of 50% of the rental fees minus taxes is to confirm
  reservations. \* A credit card on file has been agreed upon by both parties until check-in.
- b. Rental Rate. Payment in full of the Total Balance Due (found on page 1) shall be due by February 5, 2018.

- 9. <u>Cancellation Policy</u>: If Guest wishes to cancel his/her reservation, the following are the cancellation guidelines. Should the reservation be cancelled on or before 30 days prior to the Check-in date, 50% of the reservation total will be charged to the credit card on file. Should the reservation be cancelled on or after 30 days prior to the Check-in date, the entire reservation amount is due and the balance due will be charged to the card on file.
- 10. <u>Insurance</u>: We encourage all renters to purchase travelers insurance. Below are some references you may contact to purchase such insurance:

		ŀ	
 A. 500E	 	HATTER OF THE PARTY.	

11. Payment: Acceptable payment methods are cash, Bank check or personal check. Please provide valid credit card information to be kept on file for cancellation and damage purposes.

Name on credit card:		T	ype:
Credit card billing ad	dress		
City_		State _	Zip Code
Credit Card Number_	Passed via	phone	
Exp date	CVV (Seco	urity) Code	i (

By my signature below, I hereby give permission to charge my credit card for the amounts necessary according to the cancellation policy above or for any property damage or missing property that occurs during my stay. I have read my rights to purchase travel insurance.

Signed:	Date: 4-9 14, 2017
CHARLES ELLER STREET OF THE STREET	

[Rest of page intentionally left blank]

The parties agree to the terms of this Short Term Rental Agreement, as evidenced by the signatures set forth below.

Homeowner:	Guest:			
	Name (print):			
Date: August 13, 2018	Date: Any 15,2017			
Phone # (during stay):	Phone # (during stay):			

If the premises appear dirty or damaged upon Check-in, Guest shall inform Homeowner immediately.

#### Exhibit A

#### RENTAL RULES

- Smoking is allowed outside only. A Smoke Remediation Fee of \$500+ can be assessed for smoking inside
  the home. Ashtrays are provided on the decks for proper disposal of tobacco products.
- 2. People other than those in the Guest party set forth above may not stay overnight in the property. Any other person in the property is the sole responsibility of Guest.
- 3. All of the units are privately owned; the owners are not responsible for any accidents, injuries or illness that occurs while on the premises or its facilities. The Homeowners are not responsible for the loss of personal belongings or valuables of the guest. By accepting this reservation, it is agreed that all guests are expressly assuming the risk of any harm arising from their use of the premises or others whom they invite to use the premise.
- Keep the property and all furnishings in good order. Only use appliances for their intended uses.
- 4. Pets, if approved by the property owner, are to be up to date on the prevention of fleas, are not allowed on the beds or furniture and need to be contained to a crate or the laundry room while guest is away from the property. Guest is responsible for proper cleanup and disposal of pet's waste. A non-refundable fee of \$20 per night, per pet is charged.
- 5. Housekeeping: There is no daily housekeeping service. While linens and bath towels are included in the unit. We do not permit towels or linens to be taken from the units and guest's credit card on file will be charged accordingly for missing household items.
- 6. Hot Tub: No children under the age of \_16\_ permitted in hot tubs without adult supervision. When using the hot tub, remember there is a certain health risk associated with this facility. Use at your own risk. Our housekeepers sanitize and replenish chemicals in all tubs prior to your arrival; therefore, it may not be warm until later that evening. DO NOT STAND ON THE HOT TUB COVERS. Hot tub covers are for insulation purposes and are not designed to support a person or persons. They will break and you may be charged for replacement. Remember when not using the hot tub, leave cover on so hot tub will stay warm. Directions for using the hot tub are provided in the home's Welcome Book, please review them prior to operating the hot tub. Guests may consider bringing beach towels to use with the hot tub.
- 7. <u>Fireplace</u>: The fireplace is an open wood burning fireplace. Do not burn anything in the fireplace other than the wood provided. This includes wood you may forage from the property. Guests are welcome to purchase additional wood from a local store as to not transport unwanted pests. The provided wood to be burned will be neatly stacked. Do not leave the fireplace unattended when in use and always place the screen provided over the opening. Use only the tools provided inside the fireplace.
- 8. <u>Water and Septic:</u> The home is on a well and septic systems. The septic system is very effective; however, it will clog up if improper material is flushed. DO NOT FLUSH anything other than toilet paper. No feminine products should be flushed at anytime. If it is found that feminine products have been flushed and clog the septic system, you could be charged damages of up to \_\$5000.00\_.
- 9. Storms: If there is a storm or hurricane, no refunds will be given. Mountain roads can be curvy and steep. Gravel drives are well maintained; however, we highly recommend four wheel drive and/or, chains during the snow months. We do not refund due to road conditions.
- 10. <u>Property's Boundaries</u>: Guest is aware that the property adjoins a working cattle ranch and for the safety and health of both the guests and livestock, going beyond all fencing and gates is strictly prohibited. Should

Guests or any of their company be found beyond fencing and gates, the reservation will be terminated immediately and without refund.

By initialing this box, I have thoroughly read and accept the Rental Rules above.

om:

Sunday, July 30, 2017 5:33 AM

sent: To:

Subject:

Sunday

Hi babe,

I've been doing some research on lodging and services this morning and came across a bunch of options, which I'll send in a separate email a little later.

I thought about our discussion last night/this morning and here are some considerations that crossed my mind.

If we go with a late winter wedding, it will be more challenging for guests to come. I don't disagree with your point on just inviting your favorite drama-less people, but I think we do need to consider that relationships with family members may change if they are not invited and others are. So that brings us to a discussion on whether we elope or have guests, and if we have guests who do we invite? Tough decisions...

The way I see it we have options, which is always good.

- -Elope in the late winter and three parties (Pros: Low stress, timing, cost, more enjoyable for us, less coordination, we get to celebrate multiple times!, you get to wear your dress multiple times! // Cons: Family feels left out, scenery isn't the best, outdoor options are limited)
- -small wedding in the late winter and three parties (~5 from each side) (Pros: Medium stress, some family won't feel left out, some family could help with other family, medium coordination // Cons: Some family feels excluded, some guests may have trouble getting time off from work educators...)
- -Small wedding in the late spring/early summer and three parties: (Pros: Basically the same as late winter, except more guests should be able to attend, better outdoor options, scenery // Cons: Would compress the timeline for Iceland and the three parties)
- -Big wedding in the spring summer (~50 people): (Pros: More family included, don't have to worry about three parties // Cons: Significant coordination and planning, family drama)

I'm sure there are more pros and cons for each that I'm missing, but I wanted to get my initial thoughts down to get the conversation going. The other point is that we have some time to decide. Even if we book lodging for Feb and decide to get married later, we can still go on a kick ass V-Day vacation with the dogs.

When all is said and done, as long as we end up together is all that matters to me. Looking forward to talking about our options later today. I love you and can't wait for our future.

Yours forever,



#### UNITED STATES MARINE CORPS

U.S. MARINE CORPS FORCES SPECIAL OPERATIONS COMMAND PSC BOX 20116 CAMP LEJEUNE NC 28542-0116

IN REPLY REFER TO 5812
SJA

APR 0 5 2018

From: To:	Commander
Subj:	NOTIFICATION OF INTENT TO OFFER NONJUDICIAL PUNISHMENT
Ref:	<ul> <li>(a) Paragraph 4, Part V, MCM (2016 ed.)</li> <li>(b) JAGINST 5800.7F (JAGMAN)</li> <li>(c) MCO P5800.16A (LEGADMINMAN)</li> <li>(d) SECNAVINST 1920.6C</li> </ul>
Encl:	(1) Supporting Documents
inform	accordance with references (a)-(c) and based upon the ation in enclosure (l), you are hereby notified that I intend to t an Article 15, Uniform Code of Military Justice (UCMJ), icial punishment (NJP) hearing in your case.
2. Yo	u are advised of the following with regard to the proposed NJP:
a. UCMJ:	That you are accused of the following violation(s) of the
substa	(1) Article 80, Attempted Bigamy: In that you made a ntial step toward marriage with when, in fact, you and are, married to
In tha	(2) Article 133, Conduct Unbecoming an Officer and a Gentleman: t you represented yourself as an officer in the United States Corps to her associates, and family in a manner as seriously compromised your standing as an officer; and
relati	(3) Article 134 [Adultery]: In that you engaged in a sexual a woman not your wife, when you were, e, married to
b. right	That unless attached to or embarked in a vessel, you have the to demand trial by court-martial in lieu of NJP. If trial by

c. That you may, upon request, examine available statements and evidence upon which the allegations are based.

court-martial is demanded, charges could be referred for trial by special or general court-martial. At a special or general court-

martial, you have the right to be represented by counsel.

d. That you have the right not to make any statement concerning these offenses.

ENCLOSURE (4)

#### Subj: NOTIFICATION OF INTENT TO OFFER NONJUDICIAL PUNISHMENT

- e. That any statement you do make may be used against you during these proceedings, in trial by court-martial, or in administrative separation proceedings under reference (d).
- f. That you may consult with a lawyer, either a civilian lawyer retained by you at your own expense, or a judge advocate at no expense to you, if one is reasonably available.
- g. To be present at the hearing, or if you waive such personal appearance, to submit written matters for consideration.
- h. That, if you request personal appearance, you will receive a hearing at which you will be accorded the following rights:
- (1) To be advised of the offense(s) of which you are alleged to have committed;
- (2) To not be compelled to make any statement regarding the offense(s) charged and that any statement you do make can be used against you;
- (3) To be present during the presentation of all information against you, including the testimony of witnesses present and the receipt of written statements. Copies of any statements will be furnished to you;
- (4) To have made available to you for inspection all items of information in the nature of physical or documentary evidence to be considered by me;
- (5) To submit, orally, or in writing, or both, any matter in defense, extenuation, or mitigation, for consideration by me in determining whether you committed the offense(s) in question and, if so, an appropriate punishment;
- (6) To have present witnesses, upon request, if their statements are relevant and they are reasonably available;
- (7) To be accompanied at the hearing by a personal representative to speak on your behalf. The command has no obligation to provide such a personal representative. It is your own obligation to obtain and arrange for the presence of such a personal representative if you wish one. The personal representative need not be a lawyer; and
- (8) To have the proceeding open to the public, unless I determine that the proceedings should be closed for good cause, or unless the punishment to be imposed will not exceed restriction for 14 days and an oral reprimand.
- 3. You are further advised that if NJP is imposed, you have the right to appeal the NJP to the next superior authority within five working

# ENCLOSURE (4)

#### Subj: NOTIFICATION OF INTENT TO OFFER NONJUDICIAL PUNISHMENT

days, if you consider the punishment unjust or disproportionate to the offense(s) for which it is imposed. Such an appeal must be made within a reasonable time following the imposition of NJP. In the absence of unusual circumstances, an appeal made more than five days following imposition of NJP may be considered as not having been made within a reasonable time. Such an appeal must be in writing and should include your reasons for regarding the NJP as unjust or disproportionate. You may be required to undergo NJP imposed while your appeal is pending, except that if action is not taken on the appeal five days after the appeal was submitted, and you so request, any unexecuted punishment involving restraint shall be stayed until action on the appeal is taken.

- 4. You are further advised that a report of this NJP will be made to the Commandant of the Marine Corps, (Deputy Commandant, Manpower and Reserve Affairs (DC M&RA)) and that you may be subject to involuntary separation proceedings directed by DC (M&RA) or an Alternate Show Cause Authority in accordance with the procedures set forth in reference (c). If you are voluntarily or involuntarily separated before you complete an active duty service requirement incurred because you received advanced education assistance (United States Naval Academy, Reserve Officer Training Corps, Platoon Leaders Class, Funded Law Education Program, etc.), you may be required to reimburse the Government on a pro-rata basis for the unserved portion of your service obligation.
- 5. You will indicate, by return endorsement, your understanding of the above and your decision whether to accept NJP or demand courtmartial in lieu of nonjudicial punishment, and return the endorsement to the Staff Judge Advocate, MARFORSOC, within five working days from the date of this notice.

C.E. MUNDY 111

Subj:	NOTIFICATION	OF	INTENT	TO	OFFER	NONJUDICIAL	PUNISHMENT
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#### FIRST ENDORSEMENT

From: USMC To: Commander, U.S. Marine Corps Forces, Special Operations Command

Subj: NOTIFICATION OF INTENT TO OFFER NONJUDICIAL PUNISHMENT

- 1. I hereby acknowledge my understanding of the advice stated above and my right to demand trial by court-martial in lieu of NJP.
- 2. I [do]/[do not] desire to demand trial by court-martial and [am]/[am not] willing to accept punishment under Article 15, UCMJ.
- 3. Prior to making my decision, I [did not have]/[had] the opportunity to consult with a lawyer. I understand that action under reference (d) is not precluded by my acceptance of NJP.

(Date)

(Witness, typed or printed name)



#### UNITED STATES MARINE CORPS U.S. MARINE CORPS FORCES SPECIAL OPERATIONS COMMAND PSC BOX 20116 CAMP LEJEUNE NC 28542-0116

IN REPLY REFER TO MAY 0 1 2018

From:

Commander, U.S. Marine Corps Forces, Special Operations

To: Command

ACKNOWLEDGEMENT OF APPELLATE RIGHTS REGARDING NONJUDICIAL Subj: PUNISHMENT, LETTER OF REPRIMAND, AND FORFEITURE OF PAY

Ref:

(a) SECNAVINST 1920.6C

(b) MCO P5800.16A (LEGADMINMAN)

(c) MCO 1900.16 (MARCORSEPMAN)

- I have been informed of the facts below concerning my right of appeal as a result of the Commander's nonjudicial punishment (NJP) held on 27 April 2018.
- My appeal must be submitted within a reasonable time. understand that five working days after the punishment is imposed is normally considered a reasonable time in the absence of unusual circumstances. Any appeal submitted thereafter may be rejected as not timely. If there are unusual circumstances which I believe will make it extremely difficult or not practical to submit an appeal within the five-day period, I will immediately advise you of such circumstances and request an appropriate extension of time in which to file my appeal.
  - a. The appeal must be in writing.
  - b. There are only two grounds for appeal; that is:
    - (1) The punishment was unjust; or
- (2) The punishment was disproportionate to the offense(s) for which it was imposed.
- 3. I understand that I may appeal the letter of reprimand and forfeiture of pay awarded at NJP.

Subj: ACKNOWLEDGEMENT OF APPELLATE RIGHTS REGARDING NONJUDICIAL PUNISHMENT, LETTER OF REPRIMAND, AND FORFEITURE OF PAY

4. If I submit an appeal, it may be referred to a military lawyer for consideration and advice before action is taken on the appeal.

I do / do not intend to appeal the imposition of NJP.

I do / do not intend to appeal the letter of feprimand

I do / do not intend to appeal forfeitures of pay.

#### UNITED STATES MARINE CORPS



U.S. MARINE CORPS FORCES SPECIAL OPERATIONS COMMAND
PSC BOX 20116
CAMP LEJEUNE NC 28542-0116

IN REPLY REFER TO: 1920 CDR

MAY 2 1 2018

From:

USMC

To:

Commander, U.S. Marine Corps Forces, Special Operations

Command

Subi:

ACKNOWLEDGEMENT OF ADVANCED EDUCATION ASSISTANCE

RECOUPMENT

1. I understand that if I am voluntarily or involuntarily separated before I complete an active duty service requirement incurred because I received advanced education assistance (United States Naval Academy, Reserve Officer Training Corps, Platoon Leaders Class, Funded Law Education Program, etc.), I may be required to reimburse the Government on a pro-rata basis for the unserved portion of my service obligation.



#### UNITED STATES MARINE CORPS



U.S. MARINE CORPS FORCES SPECIAL OPERATIONS COMMAND
PSC BOX 20116
CAMP LEJEUNE NC 28542-0116

IN REPLY REFER TO: 1920 CDR

MAY 2 1 2018

From:

USMC

To:

Commander, U.S. Marine Corps Forces, Special Operations

Command

Subj: ACKNOWLEDGEMENT OF RECEIPT OF REPORT OF NJP AND INCLUSION OF ADVERSE MATERIAL IN OFFICIAL MILITARY PERSONNEL FILE

Ref: (a) Commander, U.S. Marine Corps Forces, Special Operations Command ltr 5812 CDR of MAY 2 1 2018

(b) MCO P1070.12K (IRAM)

- 1. I hereby acknowledge that I received reference (a) on and that I have 10 calender days to submit either a response or written indication that I have no maters to submit.
- 2. I understand that the adverse material in reference (a) will be forwarded to the Deputy Commandant, Manpower and Reserve Affaire (DC M&RA) for a decision on whether the material will be included in my Official Military Personnel File (OMPF) in accordance with reference (b). I further understand that if DC M&RA elects to include the adverse material into my OMPF, any statement I submit will be included in my OMPF along with the aderse material. If I choose not to submit a statement and DC M&RA elects to include the adverse material into my OMPF, I understand that this letter will be included in my OMPF along with the adverse material in reference (a).
- (X) I desire to submit a statement.
- ( ) I do not desire to submit a statement and understand that this letter will be included in my OMPF if DC M&RA elects to include the adverse material in my OMPF.

